

1 BILL NO. S-87-06- //

2 SPECIAL ORDINANCE NO. S-

160-87

3 AN ORDINANCE approving the Water
4 Contract 87-XP-1, Hoevel Road (Mc-
5 Kinnie Ave. Ext.) to Meyer Rd.
6 Water Main Extension, between Setzer
7 Excavating, Inc., and the City
8 of Fort Wayne, Indiana, in connection
9 with the Board of Public Works
10 and Safety.

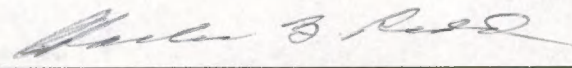
11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
12 OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the Water Contract 87-XP-1, Hoevel
14 Road (McKinnie Ave. Ext.) to Meyer Rd. Water Main Extension,
15 by and between Setzer Excavating, Inc., and the City of Fort
16 Wayne, Indiana, in connection with the Board of Public Works
17 and Safety, for:

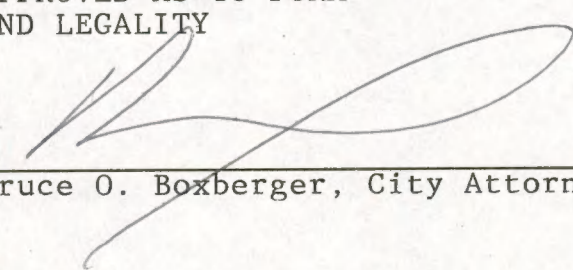
18 an extension of 16" water main
19 beginning with existing 12" water
20 main on McKinnie Ave. at Bueter
21 Avenue, eastward on Hoevel Road
22 (McKinnie Ave. Ext.) to Meyer Rd.,
23 then southward on Meyer Rd. a distance
24 of 1,550+ L.F.;

25 the Water Contract price is One Hundred Seven Thousand Nine Hundred
26 Fifty-Nine and 92/100 Dollars (\$107,959.92), all as more particu-
27 larly set forth in said Water Contract, which is on file in the
28 Office of the Board of Public Works and Safety and, is by reference
29 incorporated herein, made a part hereof, and is hereby in all
30 things ratified, confirmed and approved. Two (2) copies of said
31 Water Contract are on file with the Office of the City Clerk
32 and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by Quinn, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 6-9-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by Henry, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-23-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. I-160-87
on the 23rd day of June, 1987

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. Giaquinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 24th day of June, 1987
at the hour of 11:00 o'clock 7 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of June,
1987, at the hour of 9:00 o'clock 7 M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

TITLE OF ORDINANCE Water Contract 87-XP-1, Hoevel Road (McKinnie Ave. Ext) to Meyer Rd. Water Main Extension
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety
SYNOPSIS OF ORDINANCE Water Contract 87-XP-1, Hoevel Road (McKinnie Ave. Ext to Meyer Rd. Water Main Extension, is for an extension of 16" water main beginning with existing 12" water main on McKinnie Ave. at Bueter Avenue, eastward on Hoevel Road (McKinnie Ave. Ext.) to Meyer Rd., then southward on Meyer Rd. a distance of 1,550+ L.F. Setzer Excavating, Inc., is the Contractor

S-87-06-11

EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$107,959.92

ASSIGNED TO COMMITTEE _____

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER CONTRACT NO. 87-XP-1

Extension of 16" water main beginning with existing 12" water main on McKinnie Avenue at Bueter Avenue, eastward on Hoevel Road (McKinnie Avenue Ext.) to Meyer Road, then southward on Meyer Road a distance of 1,550± L.F.

All work will be performed in accordance with: ~~Resolution~~ CONTRACT 87-XP-1, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$107,939.92. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 90 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CITY OF FORT WAYEN, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
SCHEDULE OF UNIT PRICES

WATER CONTRACT NO. 87-XP-1 - HOEVEL ROAD-MEYER ROAD WATER MAIN EXTENSION

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1.	3,870± L.F.	16" D.I. CL. 50 WATER MAIN	24.40	94,428. ⁰⁰
2.	72± L.F.	6" D.I. CL. 50 WATER MAIN	11.36	817. ⁹²
3.	3 EA.	16" BUTTERFLY VALVE W/BOX	1360. ⁰⁰	4,080. ⁰⁰
4.	1 EA.	6" GATE VALVE W/BOX	300. ⁰⁰	300. ⁰⁰
5.	1 EA.	16" x 16" M.J. CROSS (RESTRAINED)	780. ⁰⁰	780. ⁰⁰
6.	1 EA.	16" x 16" x 6" M.J. TEE (RESTRAINED)	480. ⁰⁰	480. ⁰⁰
7.	1 EA.	16" x 12" M.J. REDUCER (RESTRAINED)	340. ⁰⁰	340. ⁰⁰
8.	2 EA.	16" x 45° M.J. ELL (RESTRAINED)	345. ⁰⁰	690. ⁰⁰
9.	3 EA.	TYPE III FIRE HYDRANT ASSEMBLY (ON 16")	1586. ⁰⁰	4758. ⁰⁰
10.	30± L.F.	ASPHALT PAVEMENT REPLACEMENT	10. ⁰⁰	300. ⁰⁰
11.	100± L.F.	STONE PAVEMENT REPLACEMENT	1.50	150. ⁰⁰
12.	17± S.Y.	REVTMENT RIP RAP	8. ⁰⁰	136. ⁰⁰
13.	1,400± L.F.	GRASS RESTORATION	.50	700. ⁰⁰
TOTAL BID				\$107,959.92

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____ 19____.

FIRM NAME _____

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this 20th day of MAY, 1987.

SETSER EXCAVATING INC.
NAME OF CORPORATION

BY: Jerry R. Setser
PRESIDENT

ATTEST:

Julie B. Bills

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits All TRUCKING % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>RAY ROMAN</u>	<u>539 Studebaker</u>	<u>TRUCKING</u>
2.		
3.		

- D. The undersigned commits All LANDSCAPING % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>JSH, Inc.</u>	<u>2802 Congressional PARKWAY</u>	<u>- LANDSCAPING</u>
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor SEITZER EXCAVATING INC. Contractor _____
By Jerry R. Seitzer By _____
Its President Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor SETSER EXCAVATING INC.
By Jerry H. Setser
Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, SETSER EXCAVATING, INC.

Decatur, Indiana

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto Board of Public Works and Safety of the City of Fort Wayne, Indiana

..... as Oblige, (hereinafter called the "Obligee"), in the sum of Ten Percent of the amount of the attached bid - - -Dollars (\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for performance of water contract #87-XP-1 Hoevel Road to Meyer Road water main extension according to all plans and specifications.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this Twentieth (20th) day of May A.D. 19 87

Julie R. Biles
Witness

SETSER EXCAVATING, INC. (SEAL)

Principal
BY: Joseph H. Seter, Pres.
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Tyler G. Hill
Witness

By Katrina I. Waltmire (SEAL)
Title
Katrina I. Waltmire, Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Theodore G. Hill and Katrina I. Waltmire, both of Decatur, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Theodore G. Hill, dated, January 9, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of February, A.D. 1987.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. W. Robbins

Assistant Secretary

By

C. M. Pecot, Jr.

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 18th day of February, A.D. 1987, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 20th day of May, 1987.

Christopher T. Maddox

Assistant Secretary

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

SETSER EXCAVATING INC

Jerry L. Setser

Subscribed and sworn to before me by Jerry L. Setser

this 19TH day of May, 1987.

My Commission Expires:

Feb 6, 1988

Julie B. Bills

NOTARY PUBLIC

Resident of Wells County, IN

Subscribed and sworn to before me by _____

this _____ of _____, 19____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: May 20, 19 87

SETSER EXCAVATING INC.
(Name of Bidder)

By: Jerry L. Luter
Title: PRES.

Official Address (including ZIP code) : RS, Box 14
DECATUR, IN 46733

It is the policy of SETSER EXCAVATING INC. that equal
(Company)
employment opportunity be afforded to all qualified persons
without regard to race, religion, color, sex or national
origin.

In support of this policy SETSER EXCAVATING INC. will not
(Company)
discriminate against any employee or applicant for employment
because of race, religion, color, sex or national origin.

The SETSER EXCAVATING INC. will take affirmative action
(Company)
to insure that applicants are employed and that employees are
treated during employment without regard to their race,
religion, color, sex or national origin. Such action will
include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT,
HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER
FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

SETSER EXCAVATING INC.
(Name of Company)

Jerry L. Setser
(Signature of
Company Official)

5/20/87
(Date)

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of SETSER EXCAVATING INC.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of SETSER EXCAVATING
INC., that _____
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 20 day of May, 1987.

SETSER EXCAVATING INC.
(Name of Bidder/Vendor)

Joseph H. Setser Pres.
(Name and Title of Person Signing)

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

1. JERRY L. SETSER, the _____
Name
PRESIDENT, the SETSER EXCAVATING INC.
Position Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 25 day of MARCH, 19 87, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and.
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED May 29th 1987

Jerry L. Setsy
Signature
Pres.
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 19th day of May, 19 87.

Julie B. Bells
NOTARY PUBLIC
Resident of Wells County, IN

My Commission Expires:

Feb. 6, 1988

BIDDING TABULATION HOEVEL RD. W.M. EXT.									
CONTRACTOR		ENGR		EST		SETTER		ALL	
BIDDER'S BOND		NON - COLLUSION AFFIDAVIT		FINANCIAL STATE		E.O. STATE		COMPLETION TIME	
ITEM QUANTITY		DESCRIPTION		U.P.		EXTENSION		U.P.	
		</							

BILL NO. S-87-06-11

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Water

Contract 87-XP-1, Hovevel Road (McKinnie Ave. Ext.) to Meyer

Rd. Water Main Extension, between Setzer Excavating, Inc., and

the City of Fort Wayne, Indiana, in connection with the Board of

Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

~~(RESOLUTION)~~

YES

NO

Charles B. Redd CHARLES B. REDD
CHAIRMAN

Paul M. Burns PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN

6-23-87

SANDRA E. KENNEDY
CITY CLERK